

**CONSTITUTION OF
NARRAGANSETT BOAT CLUB**

Adopted March 6, 1838
Last Revised January 2004

ARTICLE I. NAME AND OBJECTS OF THE CORPORATION

- 1.1 The name of this Corporation shall be the Narragansett Boat Club.
- 1.2 The objects of this Corporation shall be the encouragement of amateur rowing and the general promotion of physical culture.

ARTICLE II. CLUB COLORS, FLAG, UNIFORM AND BLADE DESIGN

- 2.1 The Club colors shall be blue and white.
- 2.2 The Club flag shall be from the staff one-third of its length blue and the remainder white. On the blue field shall be a white shield with a blue foul anchor, and on the white field the letters N.B.C. equally spaced in blue.
- 2.3 The Club pennant shall be swallow-tailed, one-half next the staff shall be blue and the remaining half white; on the blue field shall be a white foul anchor.
- 2.4 The Club racing uniform shall constitute a white sleeveless singlet with a large block N in blue on the front. In addition, there shall be two broad horizontal bands in blue, front and back, which will almost meet the N at its top and bottom. Accompanying this singlet should be solid blue rowing trousers. The Club racing singlet will be sold only to members of the Boat Club.
- 2.5 The Club blade design shall be two diagonal parallel blue stripes running from bottom inboard to top outboard on a white field.

ARTICLE III. MEMBERSHIP

- 3.1 Any person eighteen years old or over interested in the objects of the Corporation may become a regular or sustaining member, subject to approval of the Board of Governors. Proposals for membership must be made in writing on regular blanks, signed by a member of the Club and by the person proposed, and sent to the Secretary with a check for payment of the year's dues.
- 3.2 Regular Members shall be entitled to all privileges under the Constitution and Bylaws including voting rights. Regular members are expected to serve on and support Club committees, and actively participate in Club events and the maintenance of Club facilities. The Board of Governors shall establish the number of regular members.
- 3.3 Sustaining Members shall be entitled to use of the Club facilities except for rowing equipment. They will receive all Club mailings. Though ineligible to vote or hold office in the Club, they may serve on Club Committees.
- 3.4 Life Membership shall be available to those who have been regular members for at least fifteen (15) years on payment of an amount equal to five (5) times the annual dues for regular membership at the time of transfer, and to regular members in recognition of outstanding and devoted service to the Club at the discretion of the Board of Governors. Life members are entitled to vote and hold office.
- 3.5 Persons distinguished for their interest in rowing or their special contribution to the welfare of the Club may be elected to Honorary Membership by vote of the Club upon nomination by the Board of Governors. The Board of Governors shall specify the term of the Honorary Membership at the time of nomination. The total number of Honorary Members may not exceed fifteen (15) at any one time. Honorary Members have the same rights as Sustaining Members.

ARTICLE IV. DUES

- 4.1 The Board of Governors shall prescribe the amount of dues to be paid by the membership, the method of paying the same, and may establish an initiation fee for new members.
- 4.2 An assessment may be made at any time by a four-fifths vote of members present at any meeting of the Club, provided the notice for the meeting at which said assessment to be acted upon shall contain notice thereof.
- 4.3 The Board of Governors may prescribe the conditions under which the members, their spouses, their families, and their guests may use the facilities of the Club.

ARTICLE V. RESIGNATIONS, DISCIPLINE AND EXPULSIONS

- 5.1 Lapsed memberships are de facto resignations.
- 5.2 The Board of Governors may expel or deprive of Club privileges any member whose dues, fines or assessments have remained unpaid for more than thirty (30) days from the billing notification.
- 5.3 Members expelled for non-payment of dues, fines or assessments shall not again be eligible for membership until all indebtedness is paid in full, when they may be elected in the usual manner.
- 5.4 The Captain shall have command of all members when they are in the boathouse or in Club boats. Any member who disobeys the rules of the Club, or displays behavior unbecoming a lady or gentleman, is liable to deprivation of the use of Club property, by the Captain, for a period not exceeding two (2) weeks at a time.
- 5.5 Appeal of the Captain's decisions may be made to the Board of Governors and that body (except Captain and Lieutenant) shall act as a Board of Appeal, their decision being final. The Board of Governors has the right to censure and/or expel any member who as a result of due process has been adjudged guilty of unsuitable conduct.

ARTICLE VI. BOARD OF GOVERNORS AND OFFICERS

- 6.1 The entire government and management of the Club and the control, sale and disposition of Club property, except real estate, shall be vested in the Board of Governors of nine (9) members. The records of the Board of Governors shall constitute a report, which shall be made at the quarterly meetings of the Boat Club.
- 6.2 The Officers of the Club shall be the President, Vice-President, Secretary, Treasurer, Captain and Lieutenant. They must be voting members. These officers together with three (3) regular members-at-large shall constitute the Board of Governors.
- 6.3 There shall be a meeting of the Board of Governors prior to each quarterly meeting of the members. Other meetings of the Board of Governors may be called on at least three (3) days notice by the President or any three (3) members of the Board at such time and place as may be stated in the call.
- 6.4 Five (5) Board members shall constitute a quorum at meetings of the Board of Governors.

ARTICLE VII. DUTIES OF OFFICERS

- 7.1 The President presides over all meetings of the Board of Governors.
- 7.2 In the absence of the President, the Vice-President shall preside over meetings.
- 7.3 The Secretary shall keep a record of all official meetings of the members and the Board of Governors. The Secretary shall cause notices of all such meetings to be sent as required by this Constitution. The Secretary, at each quarterly meeting of the

Boat Club, shall report the number of members (Regular, Life, Sustaining and Honorary) with the number elected, resigned or expelled during the quarter.

- 7.4 The Treasurer shall receive and have custody of all funds of the Club and shall disburse the same in the ordinary course of business and, additionally, act when authorized by the Board of Governors. The Treasurer shall keep books of account containing an accurate record of all receipts and disbursements, and shall present at each annual meeting a complete statement of the Club's financial condition.
- 7.5 The Captain shall have full command in the Boathouse and over Club craft, provide equipment and cause necessary repairs to be made thereon. The Captain shall see that the property is well used and properly cared for and report to the Board of Governors any case of insubordination of the members. The Captain, at each quarterly meeting of the Boat Club, shall report on the navy in the boathouse, the general conduct of the members, and the condition of Club property.
- 7.6 The Lieutenant shall assist the Captain and act as Captain in the latter's absence from the city or upon matters requiring immediate action. Further, he/she will compile from the logbook the number of miles rowed by the Club's members, individually and collectively, in the preceding year and report the same at the January annual meeting.

ARTICLE VIII. ELECTION OF BOARD OF GOVERNORS

- 8.1 Nominations for the Board of Governors shall be submitted to the Secretary at least thirty (30) days before the Annual Meeting and posted at the boathouse. At the Annual Meeting nominations may be made from the floor for any position on the Board of Governors.
- 8.2 The Board of Governors shall be elected each Annual Meeting and shall hold office until their successors are elected.
- 8.3 The Board of Governors shall fill any vacancy occurring in any position until officers are elected at the Annual Meeting of the Club in January.

ARTICLE IX. COMMITTEES

- 9.1 The Board of Governors shall appoint Standing Committees of the Boat Club.
- 9.2 The President may appoint all committees not otherwise created.
- 9.3 All committees shall make timely reports and recommendations to the Board of Governors.

ARTICLE X. MEETINGS

- 10.1 The regular order of business at quarterly meetings of the Club shall be as follows:
 1. Records of Previous Meetings
 2. Special Business
 3. Reports:
 - a. Secretary
 - b. Treasurer
 - c. Captain
 - d. Committees
 4. Unfinished Business
 5. New Business
 6. Annual Election of Officers
 7. Remarks for the Good of the Club
- 10.2 Roberts Rules of Order shall be in force as needed. The regular order of business may be suspended at any meeting by a three-fourths vote of the members present.

- 10.3 The Annual Meeting of the Club shall be held in January of each year, and three additional meetings will be held in April, July and October at such time as the President or the Board of Governors may direct. Notice shall be given at least five (5) days prior to each meeting and an agenda shall be posted at the boathouse.
- 10.4 Members are responsible for furnishing their correct address to the Secretary. The mailing of any notice to a member directed to the address thus furnished shall constitute legal delivery.
- 10.5 The President may call a special meeting of the Club on at least five (5) days notice and shall do at the written request of five (5) Regular members. The object of a special meeting shall be stated in the notice.
- 10.6 Eleven (11) members shall constitute a quorum.

ARTICLE XI. CLUB EQUIPMENT AND PRIVATE PROPERTY

- 11.1 The Captain shall designate the crafts that members may use. No Club boat shall be transported from the boathouse except by permission of the Captain. The Board of Governors may further regulate the use of boats.
- 11.2 None but regular and life members shall be allowed to use Club craft except by permission of the Board of Governors or as hereinafter provided. Visiting oarsmen and oarswomen may be granted permission to use Club craft at the Captain's discretion.
- 11.3 Each member shall record in the appropriate logbook the number of miles rowed in the boats and meters on the ergometers. Members shall be responsible for the Club property in their care and immediately report to the Captain or Lieutenant any damage that may occur. All accidents shall be recorded in the Club logbook.
- 11.4 All users of the Club facilities and equipment shall be liable for any damages caused through negligence of the user. The Captain will evaluate any incidents and assess liabilities of damage. The Club will be responsible for making any necessary repairs and the person(s) who caused the damage shall reimburse the Club for any costs not covered by insurance.
- 11.5 The Board of Governors shall arrange for crew or other races. The Board shall have full charge of said races and oversee all necessary arrangements. During the time of a regatta, no Club craft may be used without permission of the Captain.
- 11.6 Private property of members may be kept in the boathouse by permission of the Captain.
- 11.7 No guest shall be permitted to use Club boats more than six times a calendar year, unless as active participants in the Rowing Program or by special permission of the Board of Governors.

ARTICLE XII. DIRECTOR OF ROWING

- 12.1 The Board of Governors may appoint a Director of Rowing to develop, promote, and administer instructional programs at the Boat Club. These programs shall be open to members and the general public as the Board of Governors may direct.
- 12.2 The Director of Rowing shall be responsible to the Board of Governors.

ARTICLE XIII. AMENDMENTS

- 13.1 This document may be amended, added to or repealed by a two thirds vote of the members present at a regular meeting of the Club, provided at a previous regular meeting said proposed amendment, addition or repeal shall have been submitted in writing, endorsed by seven (7) members of the Club.
- 13.2 Notice of the meeting at which an amendment, addition or repeal is to be acted upon shall contain a verbatim copy thereof.

ARTICLE XIV. PROHIBITED ACTIVITIES AND DISSOLUTION

- 14.1 No member, officer, employee, director or representative of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its Regulations, as amended; or any organization, contributions to which are deductible under Section 170(c)(2) of said Code and Regulations, as from time to time amended.
- 14.2 In the event of the dissolution of the Corporation, or termination of its corporate existence, all of its assets shall be used or distributed for purposes specified in Section 501(c)(3) of the Internal Revenue Code as from time to time amended.

ARTICLE XV. INDEMNIFICATION

- 15.1 **Agreement of Corporation.**
In order to induce the members of the Board of Governors and the officers of the Corporation to serve as such, the Corporation adopts this Article and agrees to provide the Board members and officers of the Corporation with the benefits contemplated hereby.
- 15.2 **Acceptance of Board Members or Officers.**
This Article will apply, and the benefits hereof will be available, to each Board member and officer of the Corporation who by accepting his or her respective position and serving on behalf of the Corporation will be deemed to have accepted the provisions of this Article and agreed to abide by the terms contained herein.
- 15.3 **Definitions.**
As used herein, the following terms will have the following respective meanings:
"Covered Act" means any act or omission by the Indemnified Person in the Indemnified Person's official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a member of the governing body, officer employee or agent of another corporation, partnership, joint venture, trust or other enterprise.
"Excluded Claim" has the meaning set forth in Section 15.6, hereof.
"Expenses" means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses (including the expense of bonds necessary to pursue an appeal of an adverse judgment).
"Indemnified Person" means any Board member or officer of the Corporation who accepts election or appointment as a Board member or officer and agrees to serve as such in the manner provided in Section 15.2 hereof.
"Loss" means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.
"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.
- 15.4 **Indemnification.**
Subject to the exclusions hereinafter set forth, the Corporation will indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expenses.

15.5 Advance Payment of Expenses.

The Corporation will pay the Expense of the Indemnified Person in advance of the final disposition of any Proceeding except to the extent that the defense of a claim against the Indemnified Person is undertaken pursuant to any Board members' and officers' liability insurance (or equivalent insurance known by another term) maintained by the Corporation. The advance payment of Expenses will be subject to the Indemnified Person's first agreeing in writing with the Corporation to repay the sums paid by it hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was otherwise not entitled to indemnity under these bylaws.

15.6 Exclusions.

The Corporation will not be liable to pay any Loss or Expenses (an "Excluded Claim"):

- (a) With respect to a Proceeding in which a final nonappealable judgment or other adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the Corporation (as distinguished from being liable to a third party) for: (i) any breach of the Indemnified Person's duty of loyalty to the Corporation; (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; or (iii) any transaction from which the Indemnified Person derived an improper personal benefit; or
- (b) If a final, nonappealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

15.7 Notice to Corporation; Insurance.

Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Corporation under these bylaws, notify the Corporation of the commencement thereof. Failure to promptly notify the Corporation will not adversely affect the Indemnified Person's right to indemnification hereunder unless and only to the extent that the Corporation is materially prejudiced in its ability to defend against the Proceeding by reason of such failure. If, at the time of the receipt of such notice, the Corporation has any directors' and officers' liability insurance in effect, the Corporation will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Corporation will thereafter take all the necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all Loss and Expenses payable as a result of such Proceeding in accordance with the terms of such policies.

15.8 Indemnification Procedures.

(a) Payments on account of the Corporation's indemnity against Loss will be made by the Treasurer except if, in the specific case, a determination is made that the indemnification of the Indemnified Person is not proper in the circumstances because such Loss results from a claim which is an Excluded Claim. If the Corporation determines that the Loss results from an Excluded Claim (although no such determination is required by the Corporation hereunder prior to payment of a Loss by the Treasurer), the determination shall be made:

- (i) By the Board of Governors by a majority vote of a quorum consisting of Board members not at the time parties to the Proceeding; or
- (ii) If a quorum cannot be obtained for purposes of clause (i) of this subparagraph (a), then by a majority vote of a committee of the Board of Governors duly designated to act in the matter by a majority vote of the full Board (in which

designation Board members who are parties to the Proceeding may participate) consisting solely of three or more Board members not at the time parties to the Proceeding; or

(iii) By independent legal counsel designated: (A) by the Board of Governors in the manner described in clause (i) of this subparagraph (a), or by a committee of the Board of Governors established in the manner described in clause (ii) of this subparagraph (a), or (B) if the requisite quorum of the full Board cannot be obtained and a committee cannot be established, by a majority vote of the full Board (in which designation Board members who are parties to the Proceeding may participate). If made, any such determination permitted to be made by this subparagraph (a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss.

(b) Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding will be made by the Treasurer except if, in the specific case, a determination is made pursuant to Section 15.8(a) above that indemnification of the Indemnified Person is not proper in the circumstances because the Proceeding involved an Excluded Claim.

(c) The Corporation will have the power to purchase and maintain insurance on behalf of any Indemnified Person against liability asserted against him or her with respect to any Covered Act, whether or not the Corporation would have the power to indemnify such Indemnified Person against such liability under the provisions of this Article. The Corporation will be subrogated to the rights of such Indemnified Person to the extent that the Corporation has made any payments to such Indemnified Person in respect to any Loss or Expense as provided herein.

15.9 Settlement.

The Corporation will have no obligation to indemnify the Indemnified Person under this Article for any amounts paid in settlement of any Proceeding affected without the Corporation's prior written consent. The Corporation will not unreasonably withhold or delay its consent to any proposed settlement. If the Corporation consents to the settlement of any proceeding, or unreasonably withholds or delays such consent, it will be conclusively and irrefutably presumed for all purposes that the Loss or Expense does not constitute an Excluded Claim. If the Corporation reasonably withholds its consent solely on the ground that the Proceeding constitutes an Excluded Claim, the Indemnified Person may accept the settlement without the consent of the Corporation, with out prejudice to the Indemnified Person's rights to indemnification in the event the Corporation does not ultimately prevail on the issue of whether the Proceeding constitutes an Excluded Claim.

15.10 Rights Not Exclusive.

The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under any agreement, vote of disinterested Board members or otherwise, both as to action in the indemnified Person's official capacity and as to action in any other capacity while holding such office, and will continue after the Indemnified Person ceases to serve the Corporation as an Indemnified Person.

15.11 Enforcement.

(a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 15.8 hereof.

(b) In the event that any action is instituted by the Indemnified Person under these bylaws, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such section was not made in good faith or was frivolous.

15.12 **Severability.**
If any provision of this Article is determined by a court to require the Corporation to perform or to fail to perform an act which is in violation of applicable law, this Article shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as limited or modified, this Article shall be enforceable in accordance with its terms.

15.13 **Successor and Assigns.**
The provisions of this Article will be (a) binding upon all successors and assigns of the Corporation (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person.

15.14 **Amendment.**
No amendment or termination of this Article will be effective as to an Indemnified Person without the prior written consent of that Indemnified Person and, in any event, will not be effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.